

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 6	
2. Amendment/Modification No. P00052		3. Effective Date 2004SEP29		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN SFAE-GCS-W-BCTP BRIAN THELEN (586)753-2118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THELENB@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-B001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAY18	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AH NET INCREASE: \$1,577,940.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: By Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004SEP29	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 6
	PIIN/SIIN DAAE07-02-C-B001	MOD/AMD P00052	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE			

SECTION A - SUPPLEMENTAL INFORMATION

1. This modification P00052 to Contract DAAE07-02-C-B001 is a supplemental agreement.
2. The purpose of this Modification P00052 is to provide additional funding for preparation of a second brigade deployment and revise Section H.29.3.1.
3. The contractor is hereby authorized, within this funding to support two deployed brigade sets of estimated slat armor parts as referenced in Modification P00051. These parts are described below.

- a) Slat Headlight Assembly;
- connector on headlight assembly;
 - additonal pluger harness for CV and FSV;
 - cable guard on right hand side;
- b) Slat armor kit decal for all slat kits (marker decal for escape hatch;
- slat Kits (rubber pad for rear ramp stops);
 - small bracket for the exhaust deflector
3. As a result of this modification, CLIN 0004AB is increased by \$1,577,940.
- | | |
|--------------------------|-------------|
| Estimated Cost - | \$1,450,979 |
| Fixed Fee (8.75%) - | \$126,961 |
| Total Estimated Amount - | \$1,577,940 |

4. Except as specifically stated above, all other terms and conditions of the contract remains unchanged and in full force and effect.

*** END OF NARRATIVE A 054 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>SERVICES LINE ITEM</u>				\$ <u>190,832,943.00</u>
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee				
	NOUN: CONTINGENCY SPT/DEPLOYMENT				
	PRON: X14GXDCAX1 PRON AMD: 15 ACRN: AH				
	AMS CD: 13519800000				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>			
001	0	30-SEP-2005			
	\$ 190,832,943.00				

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0004AB	X14GXDCAX1 13519800000 X14GXDC00000	AH 1 4GXDC A	\$ 189,255,003.00	\$ 1,577,940.00	\$ 190,832,943.00
NET CHANGE				\$ 1,577,940.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AH	21 42020000045R5R07P1351982571 S20113	W56HZV	\$ 1,577,940.00
NET CHANGE				\$ 1,577,940.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 377,183,783.04	\$ 1,577,940.00	\$ 378,761,723.04

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00052	Page 5 of 6
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.28 CONTINUITY OF PERFORMANCE

H.28.1 The Parties agree that the cost estimates in this contract are predicated on continuous service. If the Government fails to add additional months of support no later than four (4) months prior to the stated completion date of the current contract, the final six weeks of the current contract effort for any given scope (deployment or peacetime) or any CLIN convert to close out effort. Performance will be terminated six weeks prior to the stated completion date and the contractor will pack up and clear out all personnel and support operations, stop all repair or replacement activities and any other performance requirements.

H.28.2 Call Up Deadline for Continuity of Performance. Call up of a follow-on requirement either by exercise of option or supplemental agreement to the current contract or by issuing a new contract must be awarded at least four (4) months prior to the end of the stated performance period. Failure to do so by the Government, effectively terminates the performance requirements for the last six weeks of this contract. The last six weeks prior to the stated completion date becomes the close out period.

H.28.3 Liability of the Government for Close Out Costs. An equitable adjustment for the close out costs shall be negotiated by the parties. Under no circumstances will the total estimated amount for performance and the cost for close out exceed the current estimated total contract amount and associated fee.

H.28.4 Disputes. If the parties cannot agree on an equitable adjustment, the Government has the unilateral right to adjust the contract for the reduced support subject to the "Disputes" clause.

H.29 CONTINGENCY DEPLOYMENT SUPPORT OPTION

H.29.1. The Government shall have the unilateral right to exercise the Option specified in Paragraph C.20. entitled "Contractor Support During Contingency Operations". The period of performance for this option is estimated to be twelver (12) months OCONUS and esimated to be sixteen (16) months for CONUS if exercised. The Government shall have the right to exercise the Contingency Deployment Support Option inaccordance with the phases and prices described in H.29.2 below.

H.29.2 The Government shall exercise the Contingency Deployment Support Option in several distinct phases.

H.29.2.1. Phase 1 - Ramp up to prepare for six (6) months of deployment support. Upon exercise of this phase the Contractor shall immediately initiate all activities necessary (Identification of deployment staff, and CONUS support to order, receive and package parts, including slat deployment armor, for deployment) to prepare for six month deployment support. Total Value of Option: \$15,088,175 (inclusive of \$683 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.2. Phase 2 - Ramp up for an extended deployment of six (6) additional months (beyond phase 1). Phase 2 is contingent on the exercise of Phase 1 of the Deployment Support Option. Upon exercise of this option the Contractor shall immediately intiate all activities necessary to prepare for a deployment of an additional six (6) months but not longer than a total of twelve (12) months (inclusive of Phase 1). Total Value of Option: \$15,000,000 (inclusive of \$611 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.3. Phase 3 - Deployment execution for a period not greater than six (6) months of deployment support. Upon excercise of this option the Contractor shall fully execute the deployment scope of work as identified in Paragraph C.20. PCO will provide additional direction / information IAW C.20 of the SOW. Total Value of Option: \$6,399,110 (inclusive of \$260 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.4. Phase 4 - Deployment execution for an extended deployment of six (6) additional months (beyond phase 3). Phase 4 is contingent on the exercise of Phase 2 and Phase 3 of the Deployment Support Option. The Government may exercise this phase by providing the contractor notice within approximately 30 days prior to the completion of Phase 3. Upon exercise of this phase the Contractor shall fully execute the scope of work to support a deployment of an additional six (6) months, but not longer than a total of twelve (12) months inclusive of Phase 4. Total Value of Option: \$6,399,112 (inclusive of \$261 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.3 The Government shall exercise the Follow-on Contingency Support for Two Brigades Deployed Simultaneously in several phases.

H.29.3.1 For FY 04, Phase 1 - Preparation for Deployment. Upon exercise of this option, the contractor shall begin the ramp up for support of a two Brigade Deployment. Upon exercise of this phase the Contractor shall initiate all activities necessary to prepare for an estimated total 12 month deployment or approximately 12,000 miles per vehicle. The contractor shall consider economic ordering quantities and shall predicate planning around the 12,000 miles objective for two simultaneously deployed Brigades. These activities include but are not limited to identification of deployment support staff, CONUS support to determine parts requirements, to order, receive and package parts for deployment. This modification provides funding for preparation to deployment that equates to 1,638,408 miles funded for a second brigade deployed. (Exercised and Funded)

H.29.3.2 For FY04, Phase 2 - Preparation for Deployment. Upon exercise of this option, the contractor shall execute final ramp up and preparation for deployment for an extended deployment of an additional six (6) months. Phase 2 is contingent on Phase 1 of the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00052	Page 6 of 6
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

Deployment Option for support Two Brigades Simultaneously Deployed). Upon exercise of this option the Contractor shall immediately initiate all activities necessary to prepare to support deployment of an additional six (6) months for deployment but not longer than a total of 12 months, of two Brigades deployment OCONUS. Total value of this option: TBD

H.29.3.3 For FY05, Phase 3 Deployment Execution. The Contracting Officer may exercise this option by providing the contractor written notice approximately 30 days prior to the scheduled deployment. The Phase 3 covers a deployment for a period not greater than six months. Upon exercise of this option the Contractor shall fully execute the scope of work as identified in C.20 herein. The Contracting Officer will provide additional direction and information IAW C.20 of this contract. Total value of this Option TBD.

H.29.3.4 For FY05, Phase 4 Deployment Execution. Phase 4 deployment execution support an OCONUS deployment for a period not greater than six additional months of deployment (beyond phase 3) or a total period of not more than 12 months of deployment for two Brigades. This option is contingent on the exercise of Phase 3 Option. The Government may exercise this option by providing the contractor written notice approximately 30 days prior to the completion of phase 3. Upon exercise of this option the Contractor shall fully execute deployment scope of work as identified in C. 20 herein for the additional six months of deployment support, but not longer than a total of twelve (12) months of deployment. Total Value of the Option: TBD.

H.30 OCONUS Reach Back - TBD

H.30.1. The Government and the Contractor shall mutually develop the scope realated to this option provision.

H.31 Direct Material / Parts Adjustment Clause

H.31.1. The parties recognize that parts processed under this contract may be covered by terms and requirements of Contract DAAE07-00-D-M051, or the Transition provisions of the ICLS contract (C.16). This includes the requirements of the warranty provisions (H15), Corrections of Deficiencies (E.13), Conditional Acceptance modifications, and /or other performance requirements of the Stryker requirements contract and associated delivery orders and modifications. Accordingly, a process, as described below, shall be used to determine whether the charge for a part or repair cost is a charge to contract DAAE07-00-D-M051 or any other related contract or this ICLS contract.

H.31.2. All incurred costs for direct material/parts shall be reviewed and evaluated by the Contracting Officer to determine if the costs are allowable and allocable to this contract or to Contract DAAE07-00-D-M051 or any related contract.

H.31.3. Within 60 days of notification from the Contracting Officer, the Contractor shall submit a comprehensive report for all actual costs incurred for direct material / parts as of the date specified in the notification from the Contracting Officer and the basis for not charging to the Stryker requirements contract and charging to the ICLS contract.

H.31.4. Upon receipt of the Contractor's comprehensive report, the Contracting Office shall perform a review and evaluation, as prescribed under FAR Part 31, to determine the allowability and allocability of all incurred material/parts costs under this contract.

H.31.5. The results of the incurred cost material/parts review and the determination made by the Contracting Officer that the parts are allowable and allocable to this contract shall not be the basis for any adjustment to fee.

H.31.6. Any costs determined to be inappropriately charged to this contract will be deleted from the estimated costs obligated on the affected CLINs.

H.32 Deployment Re-Opener Clause

H.32.1. In the event that the 2nd Stryker Brigade Combat Team (SBCT) deploys OCONUS, the base ICLS contract period of performance will be adjusted accordingly.

*** END OF NARRATIVE H 009 ***